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Remarks

Reconsideration and allowance of the subject patent application are respectfully requested.

Applicant and Applicant's representative wish to thank Examiner Patel for the courtesy extended during the interview on December 12, 2003. The substance of the discussions at the interview is reflected in the discussion below.

Claims 218, 219, 226 and 227 have been written in self-standing independent form and withdrawal of the objection to these claims under 37 CFR 1.75(c) is respectfully requested.

As discussed at the above-mentioned interview, the independent claims have been amended to specify that the display is updated to reflect the uncommitted balance of the gift's purchase price or total gift amount. Accordingly, withdrawal of the rejection of claims 195-219 and 228-233 is respectfully requested.

Claims 195, 196, 198, 201, 204-212 and 216-220, 226-228 and 234 were rejected under 35 U.S.C. Section 103(a) as allegedly being "obvious" over "UCOPIA: Ucopia Unveils New Wedding Registry Partners ..." (the "Ucopia document") in view of Smutko ("Bridal Business can be the Icing on your cake ...", Chilton's Hardware Age, v 230, n11, page 33(3), Nov. 1993) ("Smutko").

Independent claim 195, 207, 208 and 209 are directed, among other things, to enabling a plurality of gift givers to each make a respective commitment for a monetary contribution of *any giver-desired amount* toward a purchase price of a gift for a gift recipient. This "partial purchase" feature is described, for example, on pages 24-26 of the subject application and permits a plurality of gift-givers to each make a contribution toward a gift. Significantly, in accordance with the methods and systems set forth in these claims, each gift giver can make a commitment for *any giver-desired amount* toward a gift. See, e.g., claim 195, ll. 20-22 ("...wherein the commitment of each giver that commits to make a monetary contribution is for *any giver-desired portion of the uncommitted balance* of the selected gift's purchase price").

As previously discussed, the Ucopia system provides a "group purchase" feature in which

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[c]ouples designate an item for group purchase on their registry form and specify the dollar amount of shares to be sold. Typically, a share is \$50. Individual guests can then purchase one or more shares. The gift remains on the couple's registry until it is fully purchased. If the full purchase price is not reached, the couple may either purchase the remaining shares or obtain a gift certificate to the retailer for the total amount of the shares already purchased. *Ucopia website, Frequently Asked Questions*

The Ucopia document does not disclose (or even suggest) a method or system in which each giver can commit to make a monetary contribution for any giver-desired portion of the uncommitted balance of the gift's purchase price. In the Ucopia system, the commitment of each giver that commits toward the purchase of a gift is constrained by the share price specified for that gift. Thus, a user may not contribute \$25 or \$75, for example, toward the purchase of a gift whose share price has been set to \$50. In complete contrast to the Ucopia system, the arrangements of claims 195, 207, 208, and 209 permit a gift giver to contribute as much or as little as he or she wants. This results in greater convenience for gift recipients, and maximizes the amount of gifts received. For example, a gift giver wishing to spend \$75 can spend exactly \$75.

The office action acknowledges on pages 7-8 that the Ucopia document does not disclose that the commitment of each giver that commits to make a monetary contribution is for any giver-desired portion of the uncommitted balance of the gift's purchase price as described in various claims. The "group buy" disclosed in Smutko is alleged to remedy this deficiency. Specifically, the office action alleges:

Smutko teaches that in a group buy a plurality of givers (Gift buyers) each giver that commits to make a monetary contribution is for any giver-desired portion of the uncommitted balance of the gift's purchase price (this is inherent since Smutko, like in any group giving situation discloses a required process of recording commitment of each giver). Smutko, also, require that the price information communicated to and commitments from each giver be expressed in terms of monetary amounts (dollars and cents).

The limited disclosure of Smutko does not detail exactly how the "group buy" is implemented and for this reason alone Applicants submit that its proposed combination with the Ucopia document would not have resulted in the subject matter of any of the

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rejected claims. In addition, Smutko expressly states that buyers pay "set sum" toward the purchase ("Gift buyers merely pay a set sum toward the purchase ..."). Thus, like the Ucopia document, Smutko does not contemplate or provide the flexibility of having one buyer contribute \$75.00 toward a gift, while another contributes \$125.00, and another \$80.00, etc. There is nothing in Smutko that would have suggested the modifications to the Ucopia document proposed in the office action to provide the subject matter of claims 195, 207, 208 and 209.

Independent claims 212, 218, 219, 228 specify, among other things, that at least one gift idea from the gift recipient specifies a substitute gift. In the illustrative embodiments of the subject application, this feature enables a gift recipient to specify a substitute gift in the event, for example, the original gift specified in the gift idea is not available for some reason. This substitution feature cannot be found in either the Ucopia document or Smutko and for at least this reason these claims are believed to be allowable over the proposed combination of these references. As explained in greater detail below, this feature cannot be provided by combining the Ucopia document and Smutko with Linstedt.

Independent claims 220, 226, 227 and 234 specify, among other things, that each giver can commit for part of the total gift amount specified for a selected gift even if the only gift amount specified by the gift idea for the selected gift is the total gift amount. This feature cannot be found in the Ucopia document or in Smutko and thus any forced combination of these references would likewise be deficient. In particular, in the Ucopia document, the gift recipient must specify a share amount in order to permit the "group purchase" described therein. The specification of share amount requires the gift recipient to perform an extra step, thereby increasing the time and effort expended to set up the registry. Moreover, retail prices are often of odd amounts, for example, \$979.99 and are not readily divisible into shares. The gift recipient must therefore spend additional time calculating a share amount at which these odd amounts can be divided into equal shares. Since the typical wedding registry may have 50 to 200 items, the additional steps of specifying a share amount and the number of shares for each gift could be quite time consuming. In complete contrast to the system described in the Ucopia document, the

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arrangements of claims 220, 226, 227 and 234 do not require the extra steps of setting a share amount or a number of shares and thus are more convenient and less time consuming to use.

Furthermore, some gift prices may not be divisible into equal shares at all. If the gift price is equal to a prime number (e.g., \$1,333.37), then it would be impossible to divide the price into equal shares. There are approximately 8,000 "prime number" price points under \$1,000.00 that cannot be split into equal shares. A similar problem arises if some default share amount (e.g., \$50.00) is used. A \$1,333.37 gift cannot be divided into a whole number of equal \$50.00 shares. Here again, in complete contrast to the system described in the Ucopia document, the arrangements of claims 220, 226, 227 and 234 are readily usable for all price points.

Finally, gift recipients typically lack sufficient information to set an optimal share price since they have no idea as to what potential gift givers are willing or are able to spend. If the share price is set too high, too few gift givers will be able to afford the shares. If the share price is set too low, there may be an insufficient number of givers to purchase all of the shares.

For all these reasons, Applicants respectfully submit that claims 220, 226, 227 and 234 cannot be rendered obvious by the proposed combination of the Ucopia document and Smutko.

In addition to the reasons advanced with respect to the claims from which they depend, various dependent claims contain additional patentable features not taught or suggested by the proposed combination of the Ucopia document and Smutko.

By way of example, with respect to claims 204-206, 216, 217, 224, 225, 232, 233, 238 and 239, Applicant traverses the assertion in the office action that features such as a recipient-determined or specified price (or vendor) and the option of receiving cash if the total commitment is less than the gift price are "well-established business practices" that are "inherent" in the Ucopia document. There is no disclosure in the Ucopia document of the features of these claims and there is no evidence establishing that the Ucopia system must necessarily possess these features. For example, there is no disclosure of recipient-

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determined or specified prices or gift amounts for gift ideas as specified in claims 205, 217, 225, 233 and 239.

Similarly, there is no disclosure in the Ucopia document of recipient-determined vendors as specified in claim 206.

The Examiner is respectfully requested to provide evidence such as a reference or affidavit to demonstrate the alleged inherency of these features should this rejection be maintained.

In addition, while the Ucopia system provides that incomplete purchases can be given to the registrant in gift certificates, there is no disclosure of providing the commitments for monetary contributions to the gift recipient as cash if the total of the commitments is less than the gift's purchase price as specified in claims 204, 216, 224, 232 and 238. Unlike cash, gift certificates generally (1) can only be used in certain stores; (2) have expiration dates; and (3) are generally non-transferable. Moreover, gift certificates are backed only by the credit of each respective store.

Claims 197, 213, 221, 229 and 235 were rejected under 35 U.S.C. Section 103(a) as allegedly being "obvious" over the Ucopia document-Smutko combination, in further view of the "weddingchannel.com" document. The weddingchannel.com document is applied as teaching a registry in which web pages are generated and supplied to gift givers. However, the weddingchannel.com document does not remedy the above-noted deficiencies of the proposed Ucopia document-Smutko combination in connection with claims 195, 212, 220, 228 and 234 (from which claims 197, 213, 221, 229 and 235 respectively depend). As such, even assuming for the sake of argument that the combination of these documents would have been proper and that the combination were made, the subject matter of claims 197, 213, 221, 229 and 235 would not result.

Claims 199 and 200 were rejected under 35 U.S.C. Section 103(a) as allegedly being "obvious" over the proposed combination of the Ucopia document and Smutko, in further view of Ojha *et al.* (U.S. Patent No. 6,598,026). Ojha *et al.* discloses methods and apparatus for facilitating a transaction between a buyer and one of a plurality of sellers via the internet. Ojha *et al.* does not describe gift-giving systems and thus does not, for example, disclose the concept of a vendor sending a gift to a gift recipient as specified in

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claims 199 and 200. In addition, like independent claim 195, 207, 208 and 209, independent claims 199 and 200 are directed, among other things, to enabling a plurality of gift givers to each make a respective commitment for a monetary contribution of *any giver-desired amount* toward a purchase price of a gift for a gift recipient. *Ojha et al.* does not remedy the deficiencies of the Ucopia document and Smutko with respect to commitments of any giver-desired amount and thus, even if these three references were forcedly combined, the subject matter of claims 199 and 200 would not result.

Claims 202, 214, 222, 230 and 236 were rejected under 35 U.S.C. Section 103(a) as allegedly being "obvious" over the proposed Ucopia document-Smutko combination, in further view of the Kopetman article. These dependent claims are believed to be allowable for the reasons set forth herein with respect to the claims from which they depend. In addition, each of these claims calls for receiving commitments from the gift givers that include commitments which are contingent upon other gift givers making commitments such that the total of all commitments is equal to or greater than the price of the selected gift. The Kopetman article is alleged to remedy the admitted deficiency of the proposed combination of the Ucopia document and Smutko with regard to this feature. The Kopetman article mentions a \$125,000 loan that was contingent upon receipt of other funds to "keep the Freedom Bowl afloat." This article has nothing to do with the gift-giving arrangements described in either the Ucopia document or in Smutko and would not have led one ordinary skill to modify either of these systems in any way. Simply stated, a newspaper article mentioning a contingent loan for a football bowl game would have providing no teaching or suggestion for modifying the gift-giving arrangements described in the Ucopia document or in Smutko to provide for contingent partial commitments toward a gift as specified in claims 202, 214, 222, 230 and 236.

Claims 203, 215, 223, 231 and 237 were rejected under 35 U.S.C. Section 103(a) as allegedly being "obvious" over the proposed combination of the Ucopia document and Smutko, in further view of Linstedt. Claims 215 and 231 have been canceled without prejudice or disclaimer and the subject matter thereof has been incorporated into independent claims 212 and 228, respectively. Each of claims 203, 212, 223, 228 and 237 calls for a gift recipient to specify a substitute gift. The Linstedt article mentions a

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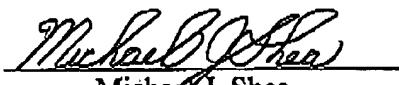
shopper who made a list including substitute gifts for shopping on the day after Thanksgiving. This newspaper article has nothing to do with the gift-giving arrangements described in the Ucopia document and Smutko and would not have suggested modifying these gift-giving arrangements. In addition, any gift substitutions in newspaper article are attributable to the gift giver, not the gift recipient as specified in the claims. For at least these reasons, claims 203, 212, 223, 228 and 237 are believed to be allowable.

In addition, claims 203, 223 and 237 are believed to be allowable for the reasons set forth with respect to the claims from which they depend.

Applicant submits that the pending claims are in condition for allowance, and action to that end is earnestly solicited.

Respectfully submitted,

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